

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSALS
SPECIFICATION NO. 05-061**

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

**REQUEST FOR PROPOSALS
DEVELOPMENT OF A HOTEL
IN THE EAST DOWNTOWN / ANTELOPE VALLEY DISTRICT
IN
LINCOLN NEBRASKA**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before **12:00 noon Monday, April 18, 2005** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Copy of this RFP and the plan is available for review at the following web site at:

<http://www.lincoln.ne.gov/city/finance/purch/spec/2005/page2.htm>

Go to Specification 05-061 Notice.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. **Fax or e-mail proposals are not acceptable. Proposal response must be in a sealed envelope.**

**SPECIFICATIONS FOR
DEVELOPMENT OF A HOTEL
IN THE EAST DOWNTOWN / ANTELOPE VALLEY DISTRICT IN
LINCOLN, NEBRASKA**

1. INTRODUCTION

- 1.1 The City of Lincoln is seeking a developer to develop a new hotel in the East Downtown / Antelope Valley area of downtown Lincoln.
 - 1.1.1 This hotel should include 135 - 180 rooms and should provide necessary amenities to support extended stay guests.
 - 1.1.2 The City has identified a site between 17th and 18th Streets and P and Q Streets, adjacent to both the Antelope Valley redevelopment area and downtown Lincoln as the site of this project.
 - 1.1.3 The City of Lincoln will select a developer from responses to this Request for Proposals.
 - 1.1.4 The City of Lincoln and the developer will then negotiate a redevelopment agreement for development of the hotel project.
 - 1.1.5 Copy of this RFP and the plan is available for review at the following web site at:
<http://www.lincoln.ne.gov/city/finance/purch/spec/2005/page2.htm>
Go to Specification 05-061 Notice.

2. BACKGROUND

- 2.1 Lincoln is a City of 225,000 which has enjoyed a steady 1-1½ % annual growth rate for the past 30 years.
 - 2.1.1 Lincoln is the State Capital and home of the University of Nebraska flagship campus.
 - 2.1.2 The City is located on Interstate 80, midway between Denver and Chicago. See Figures A & B.
 - 2.1.3 Lincoln's Downtown is a thriving, mixed-use district with 30,000 employees and over one million visitors annually.
 - 2.1.4 The University of Nebraska-Lincoln Campus is just the north of the site.
 - 2.1.5 Many University facilities, including the state's largest parking facility, numerous dormitories, student housing units, and teaching and research facilities, are located within a few blocks of the project site.
 - 2.1.6 The site is close to other downtown attractions and office buildings including the Federal Government building, Pershing Center – the city's events center, and numerous other entertainment venues.

3. SIMILAR REDEVELOPMENT PROJECTS

- 3.1 Recently completed private investment in Downtown Lincoln including P Street projects totaling over \$125 million.
 - 3.1.1 Including a 250-room Embassy Suites Hotel opened in 2000
 - 3.1.2 The Lincoln Children's Museum opened in 2001
 - 3.1.3 A \$15 million 14-screen movie complex opened in 2004
 - 3.1.4 Several new for rent and for-sale housing projects.
- 3.2 See Figure C.

4. RECENT PLANNING STUDIES

- 4.1 The City is currently involved in drafting a Downtown Master Plan that will help guide the development of downtown Lincoln for the next 20 years.
- 4.2 In conjunction with this plan, Economics Research Associates conducted a 20 year real estate market outlook for downtown Lincoln which identified a need for 1000 new hotel rooms in downtown over the next 20 years, with between 135 - 181 of these rooms needed by 2010.

5. DESCRIPTION OF SITE

- 5.1 The East Downtown Hotel Project Redevelopment Area is bounded by 17th to the west, Q Street to the north, 18th Street to the east, and P Street to the south.
- 5.2 This block is legally described as Hancock Addition, Lots 1 & 2 and Kinney's O Street Addition, Block 11, Lots 1 & 2, 7-12 (see Figure C).
- 5.3 The City's Future Land Use maps show this area as a mixed use zone, including uses such as parking, hotel or research and development.
- 5.4 The Project area block is comprised of five lots owned by four property owners (Figure D).

6. PROJECT OBJECTIVES

- 6.1 The development of this hotel project in the East Downtown / Antelope Valley project area is a vital component of both downtown revitalization and the redevelopment of Antelope Valley.
- 6.2 The development of an extended stay hotel would:
 - 6.2.1 Strengthen the Downtown's role as a live / work / play district
 - 6.2.2 Support the development of this portion of Antelope Valley into a research district supporting the University's Master Plan concept
 - 6.2.3 Support the P Street corridor concept linking downtown, Haymarket and the Antelope Valley areas with a pedestrian friendly retail / entertainment corridor
 - 6.2.4 Support the evolving architectural and urban design character of the Antelope Valley area

7. ROLE OF CITY

- 7.1 The City's financial involvement in this development is intended to bridge the gap caused by the circumstances of the property or extraordinary factors associated with redevelopment that otherwise would result in the project being infeasible.
 - 7.1.1 To the extent available, the City will utilize tax increment financing and land sale proceeds to assist in meeting public costs related to the project.
 - 7.1.2 The development team must clearly identify the types and amounts of City assistance requested as part of the proposal.
- 7.2 The City of Lincoln issues this Request for Proposals to determine the most qualified development team.
 - 7.2.1 The City will select a developer from the firms submitting responses to this Request for Proposals.
 - 7.2.2 The City, through tax increment financing and possible use of land acquisition funds, will assist in site preparation and construction of public improvements to facilitate the development of the Project.
 - 7.2.2.1 These improvements may include streets, sidewalks, landscape, utilities and service facilities, public access and gathering areas.
 - 7.2.3 The amount of financial assistance provided by the City will be directly related to the size and need of the proposed facility.
 - 7.2.4 The amount of City funds requested for the project must be justified by the City based upon the fact that the project would not proceed without public investment by the City.
- 7.3 Figure D shows the configuration of the parcels and identifies the ownership and use for each parcel.

8. **SUBMITTAL REQUIREMENTS**

- 8.1 Each development team submitting a proposal for the East Downtown / Antelope Valley hotel project must submit documentation as identified in the following material.
 - 8.1.1 The material submitted will be used to evaluate proposals and select a preferred team with whom the City will negotiate.
 - 8.1.2 Although it is understood that the nature and size of the project being proposed will affect the complexity of the submittal, the documentation should be at a level of detail which provides an opportunity for an accurate evaluation of the proposal.
- 8.2 In assembling the required documentation, reference should be made to the criteria that will be used in the selection process.
 - 8.2.1 That criteria is outlined in section 10 through 13 in this RFP.
 - 8.2.2 The selected development team will be required to provide more detailed information during the negotiation process.
- 8.3 Timeline of project to include, schedule of estimated start of site preparation, start of construction, completion of construction and proposed opening date.

9. **PROJECT TEAM**

- 9.1 Identification of project team, role, background and experience of team participants including identification of comparable successful projects completed by team members.
 - 9.1.1 Statement describing and listing the development team, owners, partners; including, name, business address, e-mail address, phone number and a brief description of roles and responsibilities.
 - 9.1.2 Narrative description of design proposed by the development team and the manner in which the team will address the objectives of the RFP and the design guidelines.
 - 9.1.3 Preliminary schematic designs of the project including:
 - Site plans;
 - Floor plans identifying number and layout of hotel rooms and first floor uses; and
 - Building elevations.
- 9.2 All proposals submitted must be consistent with the Lincoln/Lancaster County Comprehensive Plan, applicable City codes and ordinances and urban design guidelines.
- 9.3 As part of the review process, the development team may be required to submit additional significant architectural detail.
- 9.4 This information may include but is not limited to the following:
 - 9.4.1 **Elevations** - should indicate all facets of development visible from the public right of way including facade treatment.
 - 9.4.2 **Illustrations** - architectural illustrations shall clearly demonstrate the style of the project and treatment of street level facades.
 - 9.4.3 **Schematic design** - shall illustrate how the proposed development will address the following public design issues:
 - 9.4.3.1 Traffic circulation - access and egress from and around the site;
 - 9.4.3.2 Pedestrian access - creation of pedestrian connections in relationship to other Antelope Valley / downtown activities;
 - 9.4.3.3 Open space - identification of any open space proposed as part of the project.
 - 9.4.3.4 Exterior facade - compatibility of the proposed facades to the evolving design guidelines for Antelope Valley / downtown.
 - 9.4.3.5 Complimentary and compatible relationships of scale shall be maintained.
 - 9.4.3.6 Pedestrian scale should be achieved adjacent to the street level space.
 - 9.4.3.7 Parking – While this parcel's B-4 zone does not require any on-site parking, this project should include a description of how parking needs would be accommodated.

10. PROJECT FINANCIAL PLAN

- 10.1 The following information is necessary for the City to evaluate economic viability of the project and to analyze the developer's ability to complete and operate the project:
 - 10.1.1 **Proforma statement** - Project proposal shall include a preliminary proforma statement which provides a detailed outline to the extent possible of the economics of the project and the requested public investment.
- 10.2 At a minimum the proforma should include:
 - 10.2.1 a development summary identifying the hard and soft costs associated with the development;
 - 10.2.2 the revenues and expenses expected from project operations;
 - 10.2.3 the financing structure of the development, both construction and permanent;
 - 10.2.4 the amount of equity and likely sources;
 - 10.2.5 the return on equity for the developer with and without public investment.
- 10.3 **Other financial information** - Preliminary estimate of the level of tax increment financing that will be generated by the project.
- 10.4 **Justification for City's financial assistance** - While the City is committed to providing financial assistance, this incentive will only be used if the development team can clearly demonstrate that without the financial assistance from the City, the project would not be feasible.
 - 10.4.1 The proposal should include a specific explanation of the type of financial assistance the development team is requesting from the City.
 - 10.4.2 If the City is being asked to finance construction of public improvements, then the estimated value of that commitment should be stated.
 - 10.4.3 For public investment, all projects must show economic viability including repayment of debt service.
- 10.5 **Other Actions Requested** - If additional financial support or public action is required in order to make the project feasible, the proposal should include a specific explanation of the type and amount of financial assistance requested, a justification for such assistance and/or a description of a public action.
- 10.6 Following the selection of a development team for negotiation of a redevelopment agreement and prior to the execution of the agreement, updated financial projections may be required.

11. SCHEDULE OF PERFORMANCE

- 11.1 The developer must be prepared to implement the project in a logical and expeditious manner.
- 11.2 A proposed schedule of performance is required which includes design, securing equity and debt financing, property acquisition, relocation, construction schedule, lease up schedule and any other critical milestones.
- 11.3 This information can be presented in a simple bar chart.
- 11.4 Tentatively, the City would like to have this project underway with site acquisition/preparation in 2005, construction in 2006 and target opening no later than 2007.
- 11.5 A proposed schedule of performance is required which shall include design, securing equity and debt financing, property acquisition, relocation, construction schedule, lease-up schedule and any other critical milestones.

12. CONTINGENCIES OF DEVELOPER

- 12.1 The development team shall state explicitly in the proposal any qualifications or limitations of the proposal and any and all known and anticipated contingencies which might affect the ability of the development team to perform under the terms of the proposal.

13. PROCEDURE FOR SELECTION OF THE DEVELOPMENT TEAM

- 13.1 **Selection Committee** - The City will assemble a selection advisory committee that will consist of community and staff representatives.
 - 13.1.1 The selection advisory committee will make recommendations to Mayor Seng on a preferred development team.
- 13.2 **Proposal submission** - The City will accept proposals at any time up to and including the submittal deadline of 12:00 pm on Monday April 18, 2005.
 - 13.2.1 **Five copies of each proposal must be submitted to the City of Lincoln Purchasing Division, 440 S. 8th St., Suite 200, Lincoln, NE 68508.**
- 13.3 Upon receipt of the proposals, the City will conduct a preliminary review of all the materials submitted.
 - 13.3.1 Perform preliminary due diligence on the development team and submitted financial information; and
 - 13.3.2 Determine if further studies are required in conjunction with the project.
 - 13.3.3 If the proposal is incomplete, the City will make a determination whether to consider the proposal for continued review.
- 13.4 Submitters may be required to make a presentation to the Director of Urban Development or his designee and the selection committee.
- 13.5 The City, through the selection committee, may establish milestones if appropriate to be overcome before the project may be considered for selection.
 - 13.5.1 Examples include but are not limited to securing loan and other financial commitments, identifying and securing equity sources, identifying and securing preliminary tenant commitments, completion of proformas, obtaining design review approval, etc.
- 13.6 Once the development team has addressed any milestones to be identified with the project and any additional studies, if needed, the selection committee will make comments and a recommendation on the proposals to Mayor Seng for her consideration.
- 13.7 Mayor Seng, upon receipt of the recommendations from the selection advisory committee, will select a preferred development team.

14. POST SUBMISSION CHANGES/TRANSFERS

- 14.1 At any time after submission of a proposal for the East Downtown Hotel Project, the development team may not make changes in the project (other than changes in consultants, non-controlling equity participants and similar matters representing financing of the project) or transfer or assign the proposal or any interest therein to another development team only with the written consent of the City.
- 14.2 The City reserves the right to withhold consent or to impose conditions on such consent at its sole discretion.
- 14.3 As a condition to any consent, the original development team of the project and the transferee may be required to demonstrate or certify to the City that except for the reimbursement of out of pocket expenses incurred in connection with the submission of the proposal, no compensation, remuneration, transfer fee or similar payment has been made in conjunction with such transfer or assignment.

15. REDEVELOPMENT AGREEMENT

- 15.1 The City will enter into a redevelopment agreement with the selected development team.
- 15.2 The redevelopment agreement may include without limitation provisions addressing the following:
 - 15.2.1 Description of the project and the City's rights regarding design approval and access;
 - 15.2.2 Project construction and schedules of performance;
 - 15.2.3 The City's and the development team's financing;
 - 15.2.4 The City's fees and participating interest in the project;
 - 15.2.5 Continuing financial disclosure relating to the project;
 - 15.2.6 Signage;

- 15.2.7 Easements;
- 15.2.8 Insurance;
- 15.2.9 Indemnification of the City;
- 15.2.10 Anti-discrimination and affirmative action;
- 15.2.11 Default and termination;
- 15.2.12 Restrictions on use;
- 15.2.13 Restrictions on assignment and transfer; and
- 15.2.14 Other customary and appropriate provisions.
- 15.3 The development team will have exclusive negotiation rights after notification of selection for a period of up to 90 days in order to execute a redevelopment agreement with the City.
- 15.4 During the negotiation period, either the City or the development team may withdraw from negotiations if either party determines that a satisfactory agreement is not likely to be reached.
- 15.5 The City may extend the 90 days at its sole discretion.

16. **CRITERIA FOR EVALUATING PROPOSALS**

- 16.1 The City has established the following criteria upon which it will evaluate the proposals.
- 16.2 It will select a development team and proposal which best meets these criteria.
- 16.3 The City's determination of satisfactory compliance with the selection criteria will be conclusive.
- 16.4 **Relationship to general objectives**
 - 16.4.1 Manner in which the proposal conforms to the City's goals as described in the Request for Proposals document.
 - 16.4.2 The manner in which the proposal conforms to the objectives in the Lincoln/Lancaster Comprehensive Plan.
 - 16.4.3 Conformance with all applicable building and zoning ordinances and all other applicable ordinances of the City.
- 16.5 **Background and Experience of the Development Team**
 - 16.5.1 Proposed development team of individuals or firms who will be responsible for the project.
 - 16.5.2 The success of the development team's past projects, especially projects which are similar to the Antelope Valley / Downtown Hotel project.
 - 16.5.3 The developer's property management experience including other hotels.
 - 16.5.4 The overall architectural and design quality of prior projects of the developer.
 - 16.5.5 The developer's experience in working with public entities.
 - 16.5.6 The developer's history of the timeliness and completion of prior projects;
 - 16.5.7 The developer's history of completing projects as originally proposed;
 - 16.5.8 Status of any litigation regarding the developer's past projects.
- 16.6 **Financial Capability of the Developer**
 - 16.6.1 The developer's ability to provide sufficient equity for the proposed project;
 - 16.6.2 The developer's ability to secure any necessary debt financing;
 - 16.6.3 Evidence of the developer's ability to fund the project until its completion;
 - 16.6.4 Closing of permanent financing and project stabilization
- 16.7 **Project Specific Criteria**
 - 16.7.1 The overall architectural and design quality of the project;
 - 16.7.2 The type and extent of public support, investment and/or involvement required of the project;
 - 16.7.3 The manner in which the proposed project responds to existing and future market needs;
 - 16.7.4 Anticipated economic success and viability of the proposed project;
 - 16.7.5 The extent to which the project will serve as an economic catalyst in Antelope Valley / Downtown Lincoln; and

16.7.6 Projects similar to the proposed development in which the development team or the developer were or are involved and the economic success of such projects.

16.8 **Affirmative Action Criteria**

16.8.1 The demonstrated willingness, ability and commitment to involve minority and women-owned businesses at all levels of the development process.

17. **REJECTION OF THE PROPOSALS**

17.1 The City reserves the right to accept or reject any or all proposals.

17.2 Automatic rejection will occur if the proposal has not been selected by the City within 180 days of the submission date.

17.3 In addition, the proposal may be rejected for any of the following reasons:

17.3.1 The proposal was submitted past the deadline of 12:00 pm on Monday, April 18, 2005.

17.3.2 The proposal was incomplete upon submission; and

17.3.3 The City and the development team fail to execute a redevelopment agreement within 180 days of the date the development team is selected.

18. **MISCELLANEOUS INFORMATION**

18.1 The purpose of this document is solely to solicit proposals for a hotel project in the Antelope Valley District in Downtown Lincoln.

18.2 The City does not agree to assume, pay or reimburse any cost, expense or fees incurred by the development team in connection with this solicitation.

19. **QUESTIONS**

19.1 All questions pertaining to this RFP and its contents must be submitted in writing to:
Vince M. Mejer, Purchasing Agent
Purchasing Division
440 S. 8th St., Suite 400
Lincoln, NE 68508
402-441-6513 – fax
purchasing@ci.lincoln.ne.us e-mail address

19.2 All questions will be answered in the form of addenda to all known interested parties and in a question and answer format.

INSTRUCTIONS TO PROPOSERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.
 - 4.3.1 That all date recognition and processing by the software / firmware / hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 4.3.2 That all date sorting by the software/

firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/hardware/equipment/systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/equipment/systems with software / firmware / hardware/equipment/systems that does comply with this Specification and Agreement.

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

9. EVALUATION AND AWARD

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
- 9.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
- 9.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 9.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

10. INDEMNIFICATION

- 10.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by

any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 10.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11. LAWS

- 11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

12. AWARD

- 12.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 12.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 12.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
- 12.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
- 12.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 12.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 12.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 12.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

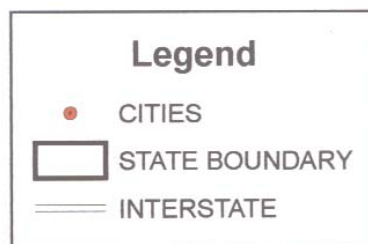
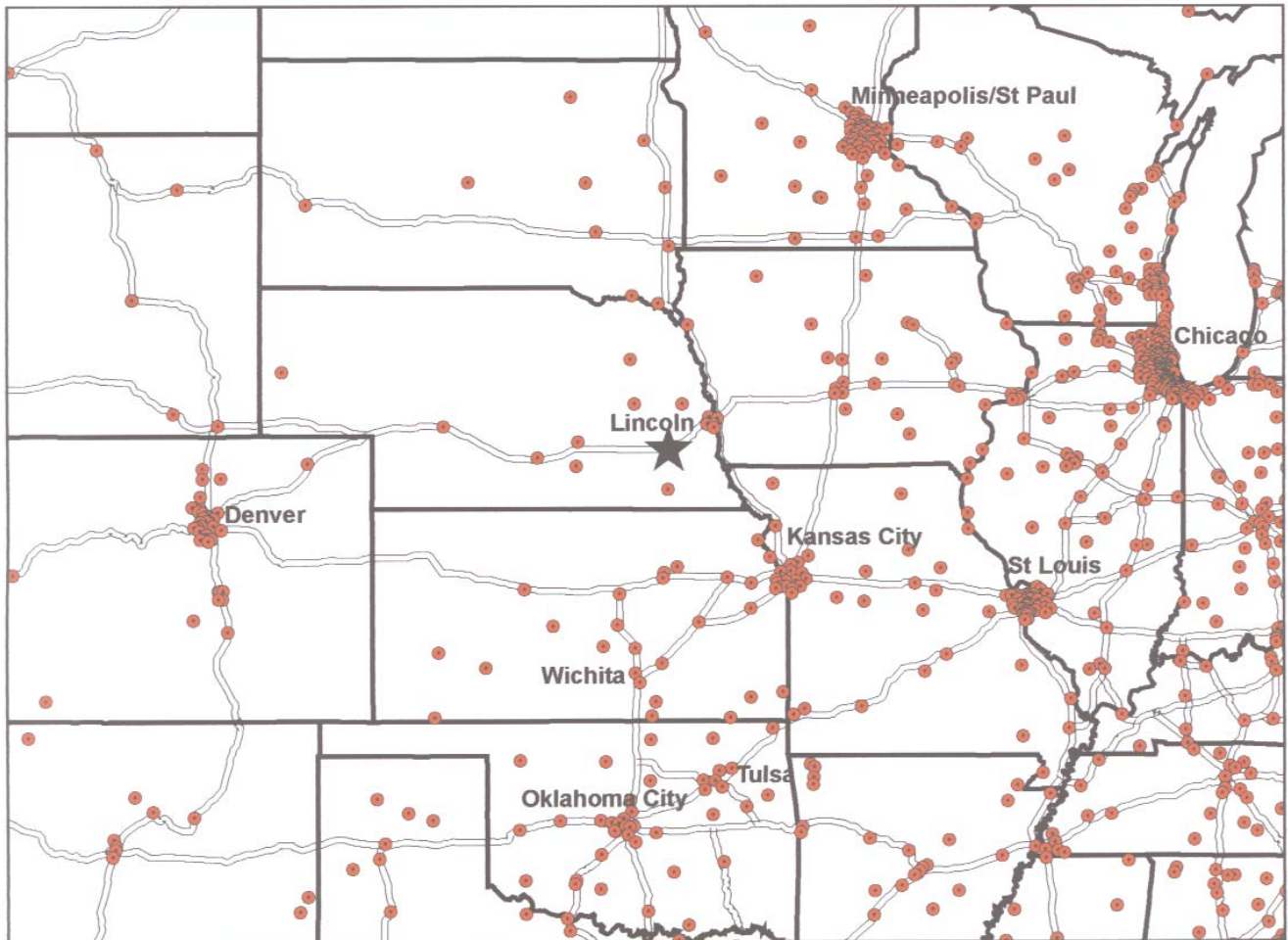
13. AFFIRMATIVE ACTION

- 13.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

14. LIVING WAGE

- 14.1 The proposers agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.

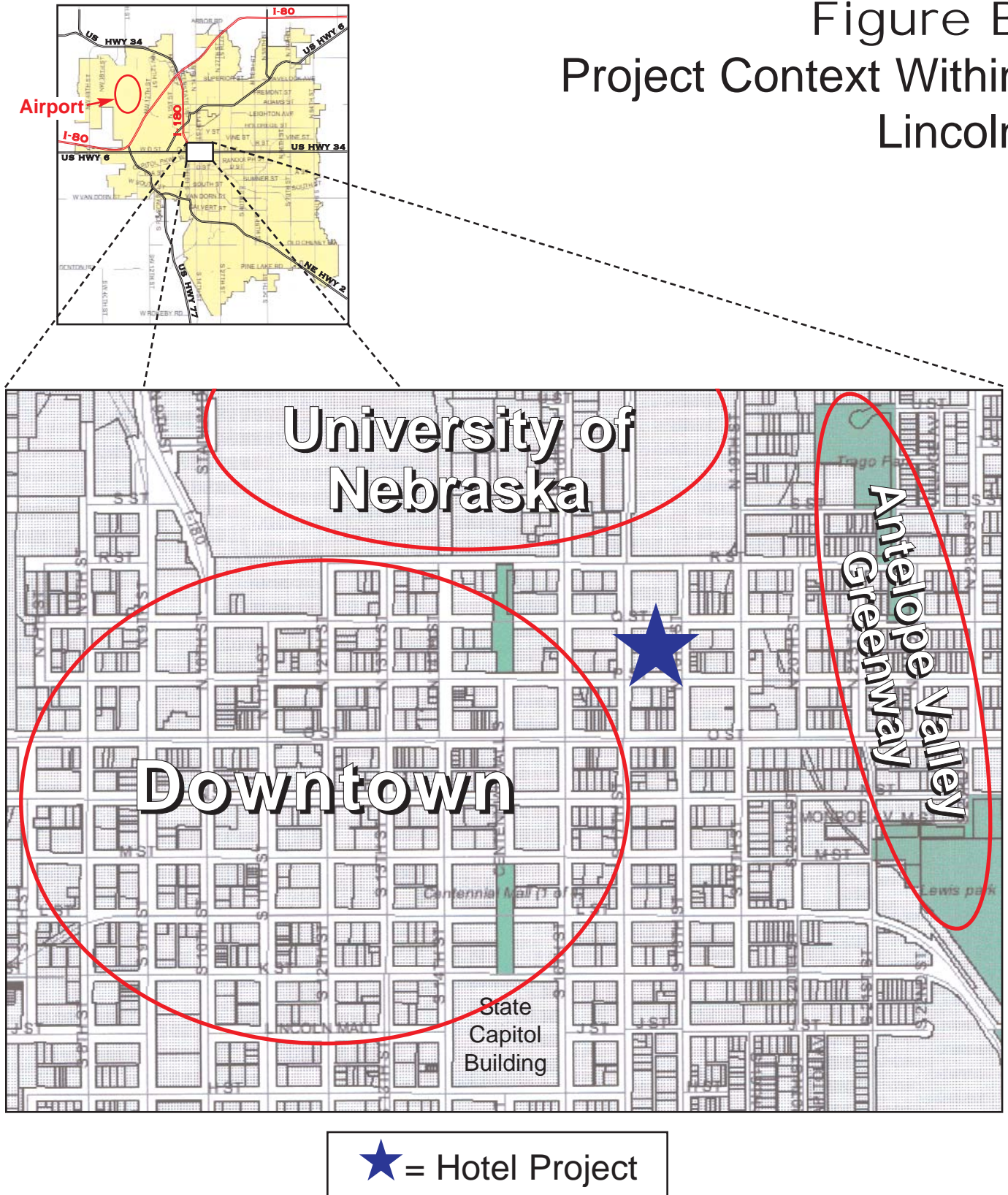
Figure A
Lincoln's Regional Context



East Downtown/Antelope Valley
Hotel Project



Figure B
Project Context Within
Lincoln



East Downtown/Antelope Valley
Hotel Project



Figure C
Aerial Photo of Site

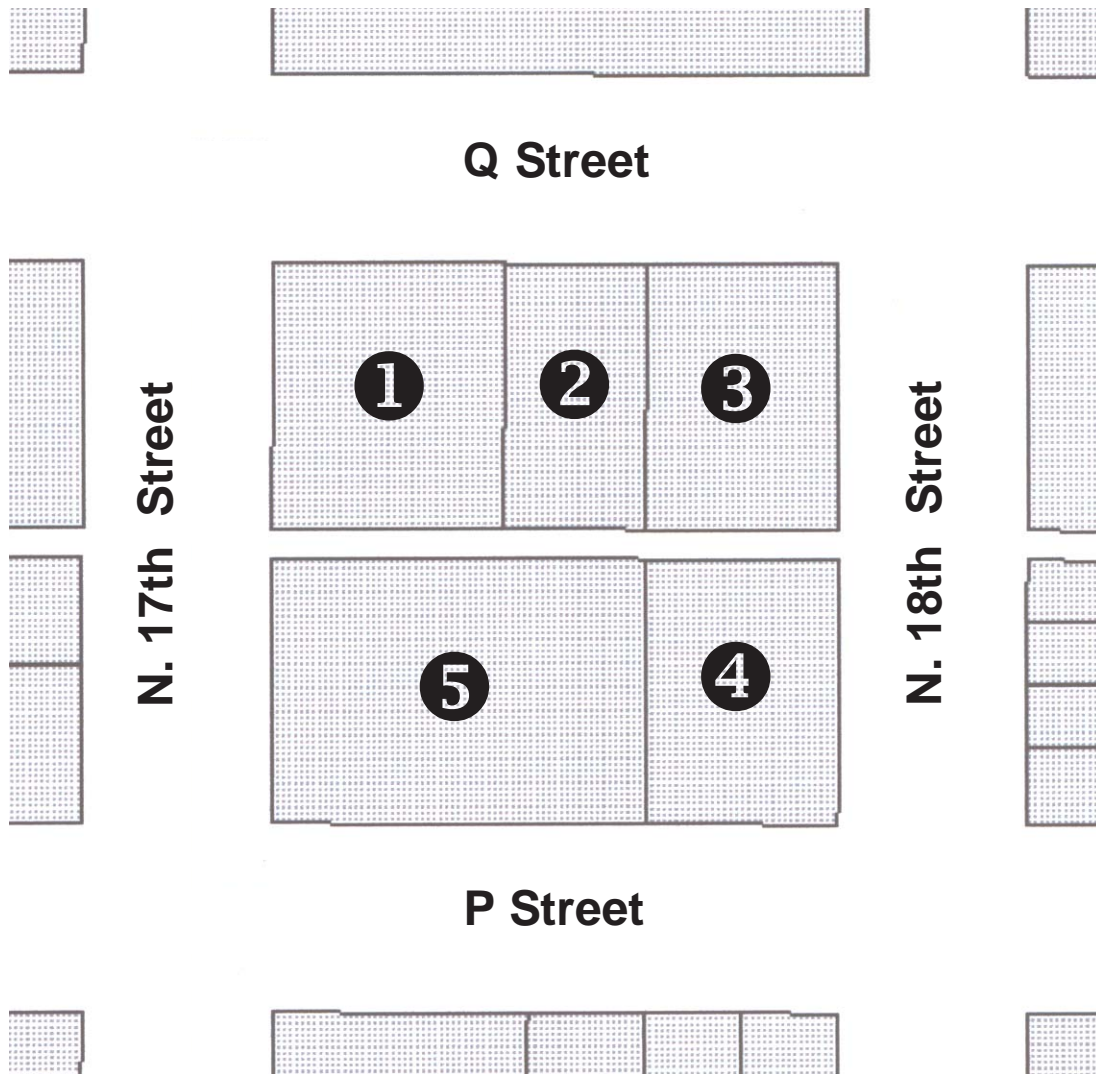


 = Project Boundary

East Downtown/Antelope Valley
Hotel Project



Figure D
Ownership Pattern



- ① DuTeau Investment Company: Hancock Addition, Lot 2
- ② AV, LLC: Hancock Addition, Lot 1
- ③ AV, LLC: Kinney's O Street Addition, Block 11, Lots 1 & 2
- ④ Pickering Automotive: Kinney's O Street Addition, Block 11, Lots 11 & 12
- ⑤ Robert L. and Marla K. Richter: Kinney's O Street Addition, Block 11, Lots 7, 8, 9 & 10